

Submitted HB 4694
 By 4695
 Rep. McMillin

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Except as noted, the following scheduled hardware and equipment names and numbers were taken from the catalogs of:

<u>Item</u>	<u>Manufacturer</u>	<u>Acceptable Substitutes</u>
Butt Hinges	McKinney	Bommer, Cal Royal, Hager, Ives, PBB
Continuous Gear Hinges	Select	ABH, Bommer, McKinney, Pemko, Roton
Electric Power Transfers	Von Duprin	No substitution
Cylinders	See Article 2.2.M.	Cylinders and Keying
Panic Exit Devices	Von Duprin 98	No substitution
Removable Mullions	Von Duprin	No substitution
Locksets	Schlage	No substitution * Michigan
Flush Bolts & Coordinators	Rockwood	DCI, Ives, McKinney, Trimco
Closers	LCN 4111 or 4041	No substitution
Push & Pulls	Rockwood	Burns, CHMI, Forms+Surfaces, Hager, Hiawatha, Ives, Trimco
Metal Kick Plates		Brookline, Hager, Ives, McKinney, Rockwood, Trimco
Stop & Holders	Rockwood	Burns, DCI, Hager, Ives, McKinney, Trimco
Overhead Stops & Holders	Architectural Builders Hardware	Glynn-Johnson, Rixson, Sargent
Dropseals	National Guard	No substitution
Thresholds, Cover Plates, Gasketing, Sound Seals	National Guard	Hager, McKinney, Pemko, Reese, Zero
Power Supplies	Von Duprin	Locknetics

- C. After door hardware has been installed, and prior to A/E punch-out, the Contractor/hardware supplier/manufacturers representative shall punch-out all hardware items for proper installation and operation and provide hardware installer with a punch list to make corrections and necessary adjustments. Keys shall be turned over to the Owner after demonstrating the keying system and the proper operation and maintenance of hardware items. The Contractor/hardware supplier/factory representative shall submit a written report stating that adjustments and Owner instructions have been completed and comply with the manufacturers installation, adjustment, and warranty requirements. Five copies of the report shall be submitted to the Architect for review.

1.7 WARRANTY

- A. General Warranty: Special warranty specified in this article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be an addition to, and run concurrent with other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Contractor, hardware manufacturer, hardware supplier, and hardware installer shall be responsible for servicing hardware and keying related problems regardless if the hardware supplier is a factory authorized dealer or not.
- C. Locksets: 5 years.
- D. Panic Exit Devices: 5 years.
- E. Door Closers: 10 years.

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<u>Item</u>	<u>Manufacturer</u>	<u>Acceptable Substitutes</u>
Butt Hinges	Hager	Stanley, McKinney, Bommer, Cal Royal, Ives, PBB
Continuous Pin and Barrel Hinges	Hager 790-900	ABH A500, Markar FM-300, McKinney MCK-FM300, Select SL300, Stanley 651, Zero 919STST
Cylinders	See Article 2.2 J.	Cylinders and Keying
Panic Exit Devices	Von Duprin 99	Sargent 80, Precision APEX, Dorma 9000, Corbin Russwin ED5000
Locksets	Schlage L9000	Best 45H, Schlage L9000, Sargent 8200, Corbin Russwin ML2000, Dorma ML9000



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April 21, 2006

John E. Bockert, President
Bockert and Associates
18 Fort Monroe Industrial Parkway
Monroeville, Ohio 44847

Dear Mr. Bockert;

Thank you for your letter of April 10, 2006 to Executive Director Hickman regarding bid specification issues.

As you may be aware, OSFC has established a policy requiring that the project specifications allow for competition in the provision of materials and equipment for our projects. I have enclosed a copy of this policy for your review.

Our office has established a review process in which the construction manager for each project reviews the project documents for compliance with our design manual and adherence with Commission policies, especially those related to "sole source" specifications and specifications that may unduly limit options for suppliers. When such a specification is identified in the review, the architect is required to re-write the specification in a more competitive fashion.

We understand the special nature of Division 8700. The industry is constantly changing in one sense but quite fixed and rigid in another. It is oversimplification to see it as just Assa Abloy and I.R. Yours is not the first concern that has been expressed regarding the appearance of fairness. We are looking into the practice and looking for solutions. Any help that you can provide would be welcome.

There are situations which justify a sole source specification and the Commission's policy provides some latitude in those situations. If the district and their architect feel that a sole source specification is prudent, the architect is required to provide written justification to our office.

As you are aware, the writing of specifications is very detail oriented work in general and even more so in the area of hardware specifications. Our review is intended to identify non-competitive specifications, however, reviewers may miss a non-competitive specification, particularly if written as a performance specification or one that subtly involves packaging.

This being said, our office would be very interested in reviewing cases in which you have identified non-competitive specifications in OSFC-funded projects. We would also be interested in your thoughts on ways we might improve the review process.

Please forward the information to our office to the attention of Mr. Franklin Brown. Mr. Brown is a registered architect with many years of experience providing architectural services and is well qualified to evaluate the issue of competitive hardware specifications.



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Thank you for your time and attention, and if I might be of any other service, please do not hesitate to contact me.

Sincerely,

Steve Lutz, RA
Chief of Planning

Cc: Franklin Brown, Planning Director
Richard Hickman, Executive Director

III



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August 9, 2006

To: All Architects working with OSFC funded schools

From: Franklin Brown, Planning Director

Re: OSFC Funded School Construction / Hardware Specifications
Concerns

The OSFC Policy and Procedure Memorandum **STANDARDS FOR SPECIFICATIONS**, states that all specifications must have a minimum of three listed equals and be from independent sources in an effort to promote unrestricted competition. An exception to the Memorandum is cylinders and key systems where a district standard has been set in a prior competitive bidding process. Today, there are corporations who own several companies manufacturing the same products, e.g. exit devices. A specification cannot list more than one non-independent product in this case and have it count towards one of the three required equals. Three of the equals must be totally independent of each other in regards to ownership. The OSFC is seeing more specifications come in for review with this occurrence.

The OSFC also discourages specifications to be written by outside specification writers who are employees of a manufacturer. These specs are generally written at no cost to the architect, because the specification writer receives the liberty to tilt the specification towards the company he is employed by. This practice goes against the unrestricted competition clause of the Memorandum. In the event that a substitution is requested by a bidder, the review of that substitution must be made solely by the Architect and not a potentially biased outside specifications writer.

(In summary, we cannot emphasize enough the importance of the specifications, which foster competition and are open and fair to all companies who meet the standards required for any given project.)

Effective immediately, the OSFC is asking all architects to reevaluate their procedure for writing school Door Hardware specifications.